

Dubois County, Indiana

**Proposal for
New Construction Valuation Services**

tyler
clt division

January 31, 2007

Tyler Technologies

tylerworks.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1: Consideration	2
ARTICLE 2: Term of Contract	2
ARTICLE 3.0: Professional Appraiser Responsibilities	2
ARTICLE 4.0: Contract Representative	3
ARTICLE 5.0: Certified Supervisor	3
ARTICLE 6.0: Contract Monitoring	3
ARTICLE 7.0: Reports	3
ARTICLE 8.0: Work Completion Schedule	3
ARTICLE 9.0: Time and Manner of Payment	3
ARTICLE 10.0: Penalties	4
ARTICLE 11.0: Responsibilities	4
ARTICLE 12.0: Non-Discrimination	4
ARTICLE 13.0: General Provisions	5
ARTICLE 14.0: Delays	5
ARTICLE 15.0: Termination	6
ARTICLE 16.0: Appeals	6
ARTICLE 17.0: Disputes	6
ARTICLE 18.0: Independent Contractor	7
ARTICLE 19.0: Liability	7
ARTICLE 20.0: Subcontracting	8
ARTICLE 21.0: Force Majeure	8
ARTICLE 22.0: Maintaining a Drug-Free Workplace	8
ARTICLE 23.0: Non - Solicitation	9
ARTICLE 24.0: Additional Compensation	9
ARTICLE 25.0: Professional Appraiser Right to Stop Work for Non-Payment	9
ARTICLE 26.0 Professional Appraiser Certification; Contract Void on Revocation	9
WITNESS/SIGNATURE PAGE	10-12

**CONTRACT FOR COMMERCIAL/INDUSTRIAL/RESIDENTIAL
NEW CONSTRUCTION VALUATION SERVICES**

THIS CONTRACT is entered into this 9th day of February, 2007, by and between the Township Assessors and Trustee Assessors of Dubois County, Indiana, hereinafter referred to as the "County," and Tyler Technologies Inc. | CLT Division, hereinafter referred to as "Professional Appraiser."

WITNESSETH THAT:

WHEREAS, the County has determined that they should employ the Professional Appraiser as a technical advisor for 2007 Commercial, Industrial, and Residential New Construction as defined in this Agreement; and

WHEREAS, the County wishes to employ the Professional Appraisers and the Professional Appraisers are willing to be employed by the Assessors; and

WHEREAS, the Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c);

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the County and the Professional Appraiser hereby enter into this Contract for Technical Assistance.

ARTICLE 1: Consideration

- 1.01 The County shall pay the Professional Appraiser a fee of **THIRTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$37,400.00)** in full payment for all duties, responsibilities and activities set out in this Agreement. The County can exercise its option to renew the contract on a yearly basis.

ARTICLE 2: Term of Contract

- 2.01 The County shall first notify the Professional Appraiser of properties and parcels that the Professional Appraiser is to review on or before March 1, 2007. The Professional Appraiser shall commence work under this Contract within twenty (20) days of the date of execution of this Agreement.
- 2.02 The Professional Appraiser shall complete all work provided for in this Contract by June 1, 2007.

ARTICLE 3.0: Professional Appraiser Responsibilities

- 3.01 The Professional Appraiser shall gather all information that is needed to determine true tax values and assessed values for certain specified properties for the March 1, 2007, assessment date. The Professional Appraiser shall make a preliminary determination of the true tax value and assessed value for the properties, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those properties. The activities conducted by the Professional Appraiser shall be referred to as a "Review."
- 3.02 The County shall notify the Professional Appraiser of the parcels that the Professional Appraiser is to review. The notification shall be in writing. With the notification, the County shall provide, or make available, to the Professional Appraiser, all information the County has concerning each parcel to be assessed, including any information about the geographic location of the property obtained from building permits, under IC 6-1.1-5-15, or other comparable means. Notification shall be deemed to be given when mailed; or if not mailed, upon actual receipt of the notification.
- 3.03 The parcels to be reviewed pursuant to this Contract are limited to the following classes of property: Commercial/Industrial and Residential/Agricultural new construction that are 40 percent complete as of March 1, 2007. Parcels appraised shall not exceed 100 Commercial/Industrial properties and 50 Residential/Agricultural parcels.

ARTICLE 4.0: Contract Representative

4.01 The County shall designate a contract representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation.

ARTICLE 5.0: Certified Supervisor

5.01 The Professional Appraiser's supervisor, Marvin Folkerts, will be the individual who is certified as a level II assessor-appraiser under IC 6-1.1-35.5.

ARTICLE 6.0: Contract Monitoring

6.01 The Contract Representative shall inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed, and may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

ARTICLE 7.0: Reports

7.01 The Professional Appraiser shall make periodic reports to the Contract Representative. The report shall include the number of parcels being reviewed by the Professional Appraiser and the status of the work being done. All reports must be in writing. The Professional Appraiser shall make such report to the Contract Representative on the first day of each month.

ARTICLE 8.0: Work Completion Schedule

8.01 The Professional Appraiser shall complete the appraisals of parcels by June 1, 2007.

ARTICLE 9.0: Time and Manner of Payment

9.01 Within the first twenty (20) days of each month, the Professional Appraiser will submit a claim for payment for work done under the contract during that preceding month. The amount of each monthly payment is subject to approval by the Contract Representative. Approval shall be based on the monthly progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. Payment shall

be made to the Professional Appraiser within thirty (30) days after approval by the Contract Representative.

- 9.02 If all work is not completed under this Contract by the completion date specified in Article 2, Paragraph 2.02 of this Contract, then all further payments will be suspended at that time until all work has been completed. Payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.
- 9.03 At the County's request, the Professional Appraiser will appraise additional New Construction parcels at a rate of twenty eight (\$28.00) dollars per residential/agricultural parcel and forty (\$40.00) dollars per commercial/industrial parcel.
- 9.04 Payment of billings is due within thirty (30) days after the date of each billing. Failure of the County to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.
- 9.05 Additional compensation that may be due the Professional Appraiser as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

ARTICLE 10.0: Penalties

- 10.01 Payments due under this Contract shall be reduced by the amount of ONE HUNDRED DOLLARS (\$100.00) per business day, for each business day that reviews by the Professional Appraiser, excluding Saturdays, Sundays, and holidays remains incomplete after the due date specified under this Contract.

ARTICLE 11.0: Responsibilities

- 11.01 The final determination of assessed value and true tax value is, and shall remain the responsibility of the County.

ARTICLE 12.0: Non-Discrimination

- 12.01 Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, disabilities, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of Contract.

ARTICLE 13.0: General Provisions

- 13.01 This Contract sets forth the entire Agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not so set forth.
- 13.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this Agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- 13.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 13.04 This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana as of the contract signing date and suit, if any, shall be brought in Indiana courts.
- 13.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties, and privileges of the Professional Appraiser under this Agreement may not be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the County.

ARTICLE 14.0: Delays

- 14.01 Whenever the Professional Appraiser or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall, within 10 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

ARTICLE 15.0: Termination

- 15.01 The County may terminate this Agreement, if by majority vote they determine that the Professional Appraiser has failed to make satisfactory progress toward performance. In such case, the County will transmit a Termination Notice of the fault to the Professional Appraiser by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and the Professional Appraiser shall be given thirty (30) days in which to remedy the condition which has caused the Termination Notice or suffer termination. In the event of termination or suspension, the Professional Appraiser shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Professional Appraiser's standard or published rates) for all services delivered by the Professional Appraiser up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.
- 15.02 The Professional Appraiser shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

ARTICLE 16.0: Appeals

- 16.01 If an assessed value recommended by the Professional Appraiser is appealed to any reviewing body, the Professional Appraiser or its employee or representative shall, if at least ten (10) days notice is given to the Professional Appraiser, appear at any hearing scheduled on the appeal of the parcel to explain its calculations. This duty shall terminate when all appeals have been resolved. The compensation for this appeal support is not included in the amount quoted in Article 1 - Consideration. The cost of this support is identified in Subparagraph 5.02 in the attached Professional Appraiser Responsibilities section of this Contract.

ARTICLE 17.0: Disputes

- 17.01 Except as set forth in this Article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the County's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

ARTICLE 18.0: Independent Contractor

18.01 In the performance of this Contract, both parties will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one part shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

ARTICLE 19.0: Liability

19.01 Except as provided below, the Professional Appraiser agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Professional Appraiser, its agents, or employees and with respect to the degree to which the County's free from negligence on the part of itself, its employees and agents.

19.02 The County agree to defend and indemnify and save harmless the Professional Appraiser, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against it, whether based in contract, negligence or otherwise.

19.03 Neither party shall be liable to the other for consequential, indirect, or incidental damages, including, but not limited to, loss of tax revenue for claims related to valuation of property, even if due to the negligence or other fault of the party released.

19.04 In any event, the Professional Appraiser's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the Jurisdiction to the Professional Appraiser under this Agreement.

19.05 The Professional Appraiser shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000, and \$500,000 for each occurrence only to the extent of the obligations assumed by the Professional Appraiser under this Agreement. The County shall be named as an insured party under said insurance.

19.06 The Professional Appraiser shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Professional Appraiser shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.

- 19.07 At the request of the County, Certificates of Insurance shall be supplied to the County by the Professional Appraiser detailing the above coverage's prior to the commencement of the work. This certificate will be issued by a carrier authorized to do business within the State of Indiana.

ARTICLE 20.0: Subcontracting

- 20.01 The Professional Appraiser must obtain the approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.
- 20.02 If subcontractors are used, the Professional Appraiser is responsible for Contract performance, compliance with terms and conditions of the Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

ARTICLE 21.0: Force Majeure

- 21.01 Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.
- 21.02 If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay of failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARTICLE 22.0: Maintaining a Drug-Free Workplace

- 22.01 Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the County within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

ARTICLE 23.0: Non - Solicitation

- 23.01 During the Period of Agreement (Article 2) and for a period of six months following the project completion date, the County will not solicit for employment or hire any Professional Appraiser's employee without the express written consent of the Professional Appraiser.

ARTICLE 24.0: Additional Compensation

- 24.01 Additional compensation that may be due the Professional Appraiser as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided. Any additional services must be pre-approved by the County.

ARTICLE 25.0: Professional Appraiser Right to Stop Work for Non-Payment

- 25.01 Payment of billings is due within thirty (30) days after the date of each billing. Failure of the County to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

ARTICLE 26.0 Professional Appraiser Certification; Contract Void on Revocation

- 26.01 The Professional Appraiser must be certified as a "Professional Appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that they: are certified as a "Professional Appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "Professional Appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- 26.02 In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "Professional Appraiser" under IC 6-1.1-31.7 is revoked

IN WITNESS WHEREOF, the parties have executed this Contract by there duly authorized officers.

APPROVED:

DUBOIS COUNTY, INDIANA

WITNESS: Deborah Rothrock

Gail Gramelspacher
Gail Gramelspacher
Dubois County Assessor

TYLER TECHNOLOGIES, INC. | CLT DIVISION

WITNESS: Karen A. Hamlett

Matthew A. Tenhundfeld
Matthew A. Tenhundfeld
Sales Support Specialist

Chur Bramer
Assessor

Therrell C. Mandy
Assessor

Randall K. Weiskert
Assessor

Allen Thewes
Assessor

Zarry Gene Hall
Assessor

Muriel Esch
Assessor

Kenneth O. Ford
Assessor

Barlene B. Wible
Assessor

John L. Vogel
Assessor

Brian King
Assessor

David M. Kemper
Assessor

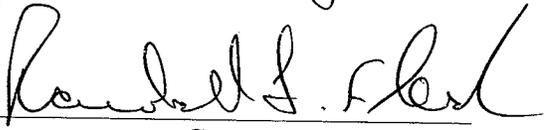
Ced Bryan
Assessor

The Board of Commissioners for Dubois County, Indiana acknowledges that the Township Assessors/Trustee Assessors of Dubois County have voted to employ Tyler Technologies, Inc. | CLT Division, for the 2007 New Construction for Dubois County, Indiana.

APPROVED:

BOARD OF COMMISSIONERS


County Commissioner


County Commissioner

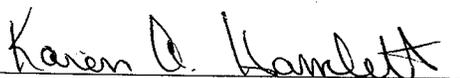
WITNESS:


Auditor


County Commissioner

WITNESS:

TYLER TECHNOLOGIES, INC. | CLT DIVISION




Matthew A. Tenhundfeld
Sales Support Specialist

ATTACHMENT 1

PROFESSIONAL APPRAISERS RESPONSIBILITIES

1.0 General Responsibilities

1.01 All new construction data entry shall be done by the Professional Appraiser.

1.02 The Professional Appraiser shall be responsible for providing a digital picture of each improved New Construction parcel as defined in this Agreement to be attached to its property record card. The photographs shall be taken from the best possible angle. Large commercial and industrial complexes shall have as many shots taken as necessary to include all buildings or improvements.

1.03 New Construction:

The Professional Appraiser shall have cause to make an inspection, appraisal and valuation of the following properties, 40 percent constructed on or before the Tax Lien Date, as are designated by the County:

1. New industrial buildings and major alterations to such buildings, including all items of fixed equipment, classified as real estate.
2. New commercial buildings, including apartment buildings and residential condominiums exceeding two units per building, and major alterations to such buildings.
3. New Residential/Agricultural buildings and major alterations to existing buildings.
4. Demolition or removal of any of the aforementioned types of buildings up to March 1, 2007.
5. The Professional Appraiser's total New Construction responsibility for 2007 is limited to 100 Commercial/Industrial parcels and 50 Residential/Agricultural parcels.

1.04 Schedules and Procedures to be used:

In completing the appraisals of the properties specified in this Agreement, the Professional Appraiser shall use the current Indiana Appraisal Schedules. The appraisals of all-new buildings and alterations thereto provided in Paragraph 1.05 shall be made on a basis and in a manner similar to those used in the appraisal of such types of buildings in the 2007 trending. The Professional Appraiser shall revise the original property record cards to reflect such new construction, alterations, demolitions, or removals.

- 1.05 It is further agreed that the above work is for annual maintenance of the current tax year. This work is for new construction and is connected to the 2007 trending by valuation methods only.
- 1.06 All final decisions as to assessed values, procedures followed, forms used, and the extent of the services supplied shall be made by the County.
- 1.07 New split parcels will be given routing numbers to be keyed onto the ProVal Plus system and posted on the 2002 reassessment maps. Thirty (30) person days will be assigned to execute this activity.

2.0 Appraisal of Property

- 2.01 The Professional Appraiser shall verify the measurement of all commercial new construction property, as well as obtain a complete listing of the component parts of the structure obtained.
- 2.02 The Professional Appraiser shall appraise all smaller industrial plants in a manner similar to commercial property. Except for the largest of industrials, major plants shall be measured, listed, and manually priced on a building by building basis. Each building shall be shown on a separate card, and the largest industrials shall include a site plan drawn to scale showing the relationship of the buildings to each other.
- 2.03 The Professional Appraiser shall appraise the Residential/Agricultural New Construction parcels in a consistent fashion with the 2007 trending.

3.0 Identification

- 3.01 All field personnel and all individuals involved with the New Construction program shall carry suitable identification cards, which shall include an up-to-date photograph supplied by the Professional Appraiser and the signature of the County Assessor.
- 3.01 All automobiles used by the field personnel shall be registered with the County Sheriff's office, as well as with all other local Police Departments in the various cities and towns within the County. The Professional Appraiser shall register all personnel and all vehicles used by the field personnel with the County Assessor's office.

4.0 General Requirements

- 4.01 The Professional Appraiser shall assign by name, an Indiana Level II, Certified Appraiser to the project.
- 4.02 The Professional Appraiser shall employ to the extent possible, labor from the County and to conduct a training program for all employees.
- 4.03 The Professional Appraiser shall use qualified and experienced employees to carry out all phases of their project. All employees assigned to determine final value estimates (reviewers) shall have not less than three (3) years of experience, at least one (1) of which shall be in the determination of final value estimates (reviewing). The County shall make the final approval of all employees.
- 4.04 The Professional Appraiser's personnel should locate a building that is under construction at the time of a field investigation. A notation to that effect shall be placed on the property record card indicating the estimated percentage of completion at the time of inspection.
- 4.05 The Professional Appraiser shall assure that no individual on the Professional Appraiser's staff shall disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any Assessor who shall provide for its release shall have written permission from the Contract Representative.

5.0 Support of Values

- 5.01 At the County's request, the Professional Appraiser shall participate in appeals, taken and processed in accordance with administrative or statutory procedures, from any individual assessment which is computed directly from the Professional Appraiser's appraised value established under this Agreement. Within ten (10) days after the filing of a notice of appeal from a decision of the Property Tax Board of Appeals in any such complaint, the Professional Appraiser shall be notified by the County that such notice has been filed. The Professional Appraiser shall see that a competent witness is well prepared to give proper evidence and testimony at such time as the appeal is heard by either the Property Tax Board of Appeals or the Common Pleas Court, and the witness must be one who can qualify as an expert and who has personally inspected the property in litigation and has made his/her independent written appraisal thereof. The County shall give the Professional Appraiser copies of all documents involved in any complaint or appeal, prior notice to permit scheduling and travel to any conference or hearing at which the Professional Appraiser's representative is requested to be present, and prompt notice of the cancellation or postponement of the same.
- 5.02 The basic fee for support of values is \$400.00 per day.

6.0 Quality Control and Project Inspection

- 6.01 The Contract Representative reserves the right to inspect the work being done by the Professional Appraiser at frequent intervals during the New Construction program, and/or the Contract Representative may assign one (1) or more staff personnel to work with the Professional Appraiser to assure a high quality and thorough on-going program.
- 6.02 The Professional Appraiser shall also be required to provide quality control and re-inspection of parcels completed to assure that they are done in a high quality manner.

7.0 County Responsibilities

- 7.01 All building permits, including ownership information, property record cards, forms, and tax maps required shall be supplied by the County.
- 7.02 The County will be responsible for all forms and the computer system.
- 7.03 The County shall provide any and all building permits for parcels covered under this Agreement.
- 7.04 The County shall procure office space for the duration of this Contract. All furnishings, equipment, supplies, and printers shall be supplied by the County.
- 7.05 The County shall be responsible for printing Form 11's, including postage and mailing the Form 11.

8.0 Additional Services

- 8.01 At the request of the County, the Professional Appraiser will provide additional services at a rate of \$400.00 per day not to exceed \$5,000.00.

9.0 Compliancy with Indiana Code 6-1.1-4-18.5,-19-5 and 50 IAC 15-4-1.

- 9.01 Tyler Technologies, Inc. | CLT Division can follow this Indiana Code as long as the County's CAMA system is compatible to producing these specific reports requested.
- 9.02 "The Professional Appraiser shall provide complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the department of local government finance." IC 6-1.1-4-19.5(6) The Professional Appraiser can follow this format as long as the County's CAMA system is compatible to producing these specific reports requested.

9.03 “The Professional Appraiser shall adequately provide for the creation and transmission of real property assessment data in the form required by the legislative services agency and the division of data analysis of the department.” IC 6-1.1-4-18.5(a)(2). The Professional Appraiser can follow this format as long as the County’s CAMA system is compatible to producing these specific reports requested.

9.04 “The Professional Appraiser shall provide to the legislative services agency and the department of local government finance unrestricted access to the contractor’s work product under the contract.” IC 6-1.1-4-19.5(7). The Professional Appraiser will abide by this provision as long as the County Assessor has been informed of the request.

10.0 Subcontracting

10.01 No subcontractor shall be used in the performance of this Contract. This limitation shall not apply to the purchase of standard supplies, raw material, or computer system.

Non-Collusion Statement

STATEMENT OF NON-COLLUSION

The Contractor certifies, under penalties of perjury, that the proposed bid price had been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor; that the bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor; that no attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and that the bid was in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the penalties of perjury on this 25th day of January, 2007.

Tyler Technologies, Inc., CLT Division

BY: Matthew A. Tenhundfeld
Matthew A. Tenhundfeld
Sales Support Specialist

Before me personally appeared the above-named Matthew A. Tenhundfeld and being duly sworn, deposed and says that he is the person named therein, and who signed the foregoing, and that the statements therein are true.

Karen A. Hamlett
Notary Public
KAREN A. HAMLETT, Notary Public
In and for the State of Ohio
My Commission Expires: My Commission Expires Feb. 25, 2007